

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 700)			▶			RATING			PAGE OF PAGES <div style="display: flex; justify-content: space-between;"><div>1</div><div>73</div></div>											
2. CONTRACT NO.				3. SOLICITATION NUMBER DTRS57-03-R-20027				4. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)			5. DATE ISSUED 10/27/2003			6. REQUISITION/PURCHASE NUMBER 33-4082									
7. ISSUED BY U.S. DOT/RSPA/Volpe Center 55 Broadway Cambridge MA 02142				CODE DTS-852				8. ADDRESS OFFER TO (If other than Item 7)															
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"																							
SOLICITATION																							
9. Sealed offers in original and <u>see section L</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>SEE BLOCK #7</u> until <u>2:30 PM</u> local time <u>12/03/2003</u> <div style="text-align: right;"><i>(Hour)</i> <i>(Date)</i></div> CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.																							
10. FOR INFORMATION CALL ▶		A. NAME Edward Wirtanen				B. TELEPHONE (NO COLLECT CALLS)				C. E-MAIL ADDRESS wirtanen@volpe.dot.gov													
						AREA CODE 617		NUMBER 494-2619							EXT.								
11. TABLE OF CONTENTS																							
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OFFER (Must be fully completed by offeror)																							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.																							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.																							
13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>				▶				10 CALENDAR DAYS (%)				20 CALENDAR DAYS (%)				30 CALENDAR DAYS (%)				CALENDAR DAYS (%)			
14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>				AMENDMENT NO.				DATE				AMENDMENT NO.				DATE							
15A. NAME AND ADDRESS OF OFFEROR		CODE				FACILITY				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>													
15B. TELEPHONE NUMBER		AREA CODE		NUMBER		EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.								17. SIGNATURE				18. OFFER DATE			
AWARD (To be completed by government)																							
19. ACCEPTED AS TO ITEMS NUMBERED						20. AMOUNT						21. ACCOUNTING AND APPROPRIATION											
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()										23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>					ITEM								
24. ADMINISTERED BY <i>(If other than Item 7)</i>										CODE				25. PAYMENT WILL BE MADE BY					CODE				
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>										27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>					28. AWARD DATE								

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT SCOPE (May 1999)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.2 CONTRACT LINE ITEMS

CLIN No.

0001 Environmental Remediation support for the removal and transport for disposal of asbestos contaminants for sites located in Lincoln County, Montana (Libby Asbestos Project) in accordance with the Statement of Work and the terms and conditions of the contract types set forth below:

0001AA Firm Fixed Price

0001AB Cost Plus Fixed Fee – Completion Type

B.3 MINIMUM/MAXIMUM AMOUNT OF WORK

(A) Multiple Contract Awards: (TO BE COMPLETED AT TIME OF AWARD) contracts have been awarded under Volpe Center Solicitation DTRS57-03-R-20027.

(B) The minimum amount of work (services and/or construction) that shall be ordered for each contract by means of one or more task orders during the effective period of this contract is \$25,000. The maximum amount of construction or services that may be ordered under all contracts during the effective period of this contract is \$37,000,000. As more orders are issued under one contract, the value of orders, which can be issued under the remaining contract or contracts, drops by an equal amount.

(C) The minimum amount for each contract is reached when the sum of the dollar amounts of all ordered construction or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (b).

(D) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (b).

(E) The maximum amount, if reached, precludes the issuance of further orders for work under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, to complete actions of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause, but cannot add work under the placed orders.

B.4 PRICING

A. Firm-Fixed-Price task orders will be for services performed at prices expressly provided for therein. The loaded rates for the equipment, services, and materials listed below in the tables under Paragraph B.6. B below shall be used for Firm-Fixed Price task order proposal purposes unless:

(1) The Contractor uses lower rates for a particular Task Order.

(2) The rates are adjusted to reflect revised Service Contract ACT (SCA) wage rates for service task orders or Davis Bacon Act (DBA) rates for construction task orders.

- B. The rates below reflect all direct and all indirect cost applied. Subcontractor profit is also included, but not that of the prime contractor. If a discipline or piece of equipment is not listed in this Paragraph and is needed for a specific task order, that labor rate or equipment rate must be approved by the Government before the award of the task order. In the event there are multiple personnel (prime/subcontractor) for a single discipline, a blended rate may be incorporated. If during contract performance, the Contractor's original subcontractors are no longer available; the Prime shall be responsible for negotiating rates with new sources consistent with those provided in this contract. The rates may be revised by mutual agreement of the parties to reflect reasonable escalation for performance beyond the first year of the contract.

Labor Category	Unit	Rate *
Program Manager	Hour	
Project Manager	Hour	
Health and Safety Officer	Hour	
Field Admin. Clerk	Hour	
Subcontracts Administrator	Hour	
Foreman/Site Superintendent	Hour	
Asbestos Workers	Hour	
Equipment Operator	Hour	
Truck Driver	Hour	
Carpenter	Hour	
Plumber/Pipefitter	Hour	
Electrician	Hour	
Laborer	Hour	
Administrative Staff *—	Hour	

Removal and Waste Management Equipment/Materials –	Unit	Rate*
Rubber Tire Wheel Loaders	Month	
Trailers for Loader Transport	Month	
Mini Excavators	Month	
Excavators for Large Removals	Month	
Water Trucks (2,000 gallon minimum)	Month	
Water Trucks (5,000 gallon minimum)	Month	
Vacuum Trucks with HEPA filters	Week	
Decontamination Trailers	Month	
Portable Toilets with biweekly service	Month	
Decontamination Pads	Each	
Pickup Trucks	Month	
Visqueen	Square feet	
Connex Boxes	Month	
Site Trailers	Month	
Dump Truck	Month	
Tractor Crawler with bulldozer (200 HP minimum)	Month	

- C. For Cost Plus Fixed Fee Task Orders, the rates utilized for task order proposal purposes shall reflect the projected actual direct and indirect rates that will be invoiced to the Government. Said rates shall be justified and an explanation provided if the rates differ from the rates applied or utilized in the Contractor's proposal for the basic contract which is incorporated by reference or from the rates above listed. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the provisional or predetermined rates and the appropriate bases as shown in the cost proposal for the basic contract.
- D. Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee completion contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee shall not exceed _____* of the proposed total costs expected to be incurred in the performance of the task order. For orders issued on firm-fixed-price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price shall not exceed _____* of the proposed total costs expected to be incurred in the performance of the task order.

* To be filled in by Offeror based on information in Offerors Cost proposal. See Section L of this RFP

SECTION C- STATEMENT OF WORK

Libby Asbestos Project Remedial Construction

C.1 BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is providing environmental engineering and remediation support to the United States Environmental Protection Agency (EPA). Volpe Center support includes the preparation of technical documents, development of program management plans, environmental studies, and remediation projects. Currently the Volpe Center is supporting the EPA's Libby Asbestos Project. The City of Libby is located in northwestern Montana approximately 25 miles east of the Idaho border and 40 miles south of the Canadian border situated within the Kootenai River Valley, just north of the Cabinet Mountain Range. Montana Highways 2 and 37 meet in the city. Libby, Montana is the site of the former largest vermiculite mine in the world, which had been operational for 70 years. In the 1920s the Zonolite Company formed and began mining vermiculite. In 1963, W.R. Grace bought the Zonolite mining operations. The Mine closed in 1990. While in operation, the vermiculite mine in Libby may have produced 80% of the world's supply of vermiculite. Vermiculite has been used in building insulation and as a soil conditioner. It has been determined that the vermiculite from the Libby mine was contaminated with a toxic form of naturally occurring asbestos called tremolite-actinolite asbestiform mineral fibers herein referred to as Libby Amphibole (LA) asbestos.

In response to local concern and news articles about asbestos-contaminated vermiculite, EPA Region 8 sent an Emergency Response Team to Libby, Montana in late November 1999. Since December 1999 the EPA team has collected thousands of samples (air, soil, dust, insulation) and has remediated numerous commercial, residential and industrial properties. These investigative and cleanup actions have occurred under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund. Under this program, the Volpe Center has been providing remediation support for the removal and waste management of asbestos contaminated soil, vermiculite-containing insulation (VCI), and dust from numerous operable units and residential properties located in and around Libby, Montana. The insulation, dust and soil at these properties are contaminated with tremolite asbestos as a result of historic vermiculite mining in Libby, Montana.

Starting in the summer of 2003, EPA, with assistance from the Volpe Center, began a comprehensive cleanup of properties throughout Libby, Montana. This contract is for remediation support for the removal and waste management of asbestos contaminated soil and material from numerous operable units and residences in Lincoln County, Montana as required by the Volpe Center.

C.2 INTRODUCTION

The services described herein are an integral part of environmental remediation activities undertaken by the Volpe Center in support of the United States Environmental Protection Agency (EPA). The operable units may be any sites located within Lincoln County. Sites may include: (1) currently owned and occupied residences or commercial businesses; (2) schools and other city buildings; (3) undeveloped land; (4) property formerly used by the manufacturer of vermiculite; or (5) any areas adjacent to sites described in (1) thru (4) above, to which contamination from such sites may have migrated. The work at operable units may encompass the development of health and safety plans, abatement (removal or encapsulation) of asbestos contamination within residences or commercial businesses, removal of vermiculite materials from the interior of homes or businesses (i.e., attics, walls, and other surfaces), removal of soil or other media contaminated with asbestos, conducting minor household remodeling activities as a result of remediation activities (i.e., restoration of ceilings and walls), replacement of removed insulation, and the development of plans, schedules and reports. The work may also include demolition of asbestos contaminated structures, excavation of asbestos contaminated soils, transportation of asbestos contaminated soils to the former mine site, transportation of asbestos contaminated materials and debris to the Lincoln County Landfill, waste management activities at the former mine site and at the Lincoln County Landfill, such as placing, compacting

and covering of waste materials, transportation and/or waste management of other wastes commingled with asbestos contaminated materials or soil, contaminated equipment and building protection (i.e., cover exposed interior sections of buildings with visqueen curtains), field office set up, equipment rental and support, site security, ensuring the safety and integrity of personnel and the environment, interim measures, remedial actions, operations and maintenance, restoration, personnel and equipment decontamination, and any other actions necessary for the performance, and in support of, remediation at asbestos contaminated sites. Contaminated personal/tangible (i.e., drapes, carpets, etc.) and real property may need to be disposed or decontaminated.

This contract requires the Contractor to furnish and transport all plant, labor, materials and equipment and to perform all work necessary to complete simultaneous or individual task orders at confirmed or suspected asbestos contaminated sites within Lincoln County, Montana. Individual task orders for a discrete number of sites will be competed among the contractors awarded this contract.

The Contractor will be required to respond to each task order statement of work with a cost and schedule proposal. The Contractor shall ensure personnel have current training as required by the Occupational Safety and Health Administration (OSHA). The Contractor shall maintain records of training in accordance with appropriate regulations and provide certificates of training to Task Order Contracting Officer's Technical Representative (TOCOTR) for verification. The contractor shall provide all support activities, described herein or in individual task orders, necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. All work shall be performed in accordance with this contract and all applicable federal, state, and local regulations as described in each task order.

C.3 DEFINITIONS

3.1 'Asbestos Contamination' is any environmental or commercial media with measurable amounts of asbestos determined to be a concern.

3.2 'Hazardous Waste' refers to any RCRA waste; or any waste identified as a hazardous material by the United States Department of Transportation; or any waste regulated by the Toxic Substances Control Act (TSCA).

3.3 'O&M' Operation and Maintenance means those activities required to activate, operate, and maintain the remediation and restoration for a period of time sufficient to ensure the construction was successful and continue those activities until the customer is prepared to assume operation and/or maintenance.

3.4 'Remediation Effort' means any construction and/or service activity to include excavation, removal and transportation of waste, demolition, waste management, well drilling and installation, and implementation of any remediation technology.

3.5 'Special Waste' refers to waste other than Hazardous Wastes or municipal wastes that are regulated by other Federal, State, or local laws or regulations. The remediation of any special wastes will be incidental to the remediation of hazardous wastes.

C.4 REQUIREMENTS FOR REMEDIATION EFFORT

The Contractor is required to perform all task orders in accordance terms and conditions of the contract. The Contractor will receive from the Volpe Center any backup data that is available from prior investigations, designs, or remedial actions, such as preliminary assessment, site investigation, remedial investigation, risk assessment, feasibility study, decision documents, plans and specifications, and as-built drawings for an individual task order. Data received will be dependent on the current phase of work.

4.1 GENERAL. The express purpose of this contract is the remediation of the Libby Asbestos site. In order to accomplish this, the Contractor shall maintain a management staff and system that ensures flexibility,

communication, and the diversity of personnel necessary to successfully execute complex, time-critical work as required by the task orders issued under this contract. The Contractor shall:

4.1.1 Maintain a staffing and program management system that will promote retention of institutional knowledge and continuity throughout the remediation process;

4.1.2 Maintain a communication program that will apprise key personnel executing various task orders of any significant findings that may impact ongoing or planned remediation activities;

4.1.3 Initiate recommendations to the Task Order Contracting Officer's Technical Representative (TOCOTR) about any alternative methods of executing a remedial action or any other action that would result in improved economy, productivity, or quality;

4.1.4 Immediately notify the TOCOTR of any conditions encountered during the execution of a task order that may impact the remediation process and provide potential solutions;

4.1.5 Electronic Cost Tracking System. If required by the individual task order statement of work, the Contractor may be required to track and report costs in accordance with the EPA's Removal Cost Management System (RCMS), or another designated system the details of which will be provided in the individual task order scope of work.

4.1.6 Work Plan. In response to each individual task order request for proposal or statement of work, the Contractor may be required to prepare a detailed Work Plan. The Work Plan shall show schedule of tasks, milestones, deliverables, progress meetings, key personnel, labor loading, subcontractor requirements, budget schedules, and travel requirements for each task.

4.2 REMEDIAL ACTION. The requirements related to remedial action will be described in individual task orders. The Contractor shall perform all necessary actions to address specific requirements of the task order.

4.2.1 Guidance Documents. In addition to the individual task orders, the following guidance documents have been developed for the Libby Asbestos work. All remedial action work shall be done in accordance with the following guidance documents:

Exhibit A - Comprehensive Health and Safety Plan, June 17, 2003

Exhibit B - Draft Design Analysis Report, August 2003

Exhibit C - Draft Pre-Design Inspection Work Plan, April 2003

Exhibit D - Draft Response Action Work Plan, July 2003

Exhibit E - Comprehensive Residential Removal Action Plan, November 2002

Exhibit F - Lincoln County Class IV Asbestos Landfill Operations Plan, April 2003 and Addendum No. 1.

All waste management activities conducted at the Lincoln County Landfill, such as transporting, placing, compacting and covering of materials, shall be done in accordance with Exhibit F to the Statement of Work.

4.2.2 Types of Remedial Actions. A variety of potential remedial actions could be expected in this contract. Remedial actions include containment, removal, treatment (on-site, off-site, and in-site), sampling and analysis for monitoring and control, transportation and waste management. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract.

The major hazardous contamination of concern is asbestos, however, other materials may be involved. These contaminants may occur in various environments including soils, sludges, liquids, air, water, debris, structures, and various containers. A number of these possible actions are included below; however, this list is not intended to be exhaustive.

- a. asbestos abatement
- b. excavation
- c. demolition
- d. debris removal
- e. contaminated soil/sediment removal
- f. waste management (cover, compaction, grading, decontamination of equipment)
- g. treatment, transport and/or waste management of waste
- h. decontamination or waste management of contaminated tangible property
- i. lead-based paint abatement
- j. underground storage tank removal/closure/replacement

4.3 Field Activities. The Contractor will be required to perform field investigation activities. The field investigation activities may include the following: drilling for soil sampling, well installation, or instrumentation installations; and excavation of test pits/trenches. Contract deliverables for investigations may include, but are not limited to, permanent or temporary field installations (i.e., monitoring wells), reports, logs, sketches, drawings, and maps.

4.4 Plans and Reports. As specified in the contract, Section F, and in the individual task orders, the Contractor will be required to conduct other activities incidental to the execution of the remedial actions described above. The results of such efforts will be presented in subsequent plans or reports.

4.4.1 Plans/reports required may include the following:

- a. A plan that identifies baseline conditions and describes the methods and procedures that will be used to bring sites into compliance with environmental regulations.
- b. Procedures to be utilized for hazardous materials in the areas of safety, removal, materials handling, waste management/treatment, and verification for remedial actions.
- c. A plan to cover implementation, operation and maintenance of remediation sites. The contractor shall report on the status of operation and maintenance activities.
- d. Photographs and other records to the Government as a form of technical information.
- e. Identification of any observed or suspected problems, evaluating the problem and making recommendations for its correction.
- f. Up-to-date construction drawings (as-built drawings) indicating the current status of real property facilities.

4.5 REGULATORY REQUIREMENTS.

4.5.1 Compliance. Work shall meet or exceed the minimum requirements established by the State in which work is being executed in applicable statutes and administrative codes. The Contractor shall also meet or exceed all applicable federal, state, and local regulations pertaining to worker safety and training including, but not limited to, 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). These documents are under constant revision. The Contractor shall be responsible for compliance with the most recent revisions of the regulations throughout the duration of work on the project.

The Contractor shall also be responsible for compliance with all applicable Federal, state and local regulations. The Contractor shall not represent the Government in any discussions or negotiations with regulators, but may only provide technical support to Government personnel. Some of the laws, regulations, codes, and guidance that may impact this contract are:

- 29 CFR 1910 Occupational Safety and Health Standards

- 29 CFR 1926 Safety and Health Regulations for Construction
- 40 CFR 61 National Emissions Standards for Hazardous Air Pollutants
- 40 CFR 260-270 EPA's Hazardous Waste Requirements (Resource Conservation and Recovery Act (RCRA))
- 40 CFR 279 EPA's Standards for the Management of Used Oil
- 40 CFR 280 EPA's Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks
- 40 CFR 300-311 EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
- 40 CFR 761 EPA's Toxic Substance Control Act (TSCA)
- 49 CFR 171-178 Hazardous Materials Regulations
- 42 USC 4321 et seq National Environmental Policy Act of 1969 as amended

4.5.2 Inspection. Inspection and Acceptance will be conducted in accordance with Section E of the contract. In addition, Federal, State or local agencies may require their representative(s) to be present during inspections. The Contractor shall comply with all such inspection requirements. The Contractor shall notify the TOCOTR as soon as possible of any inspections.

C.5 CONTRACTOR PERSONNEL AND QUALIFICATIONS

Experience in all categories of remediation activities is required (i.e., remedial action, project management and supervision, quality management, excavation of contaminated soils, waste minimization and management, identification and tracking of hazardous waste, tank removals, etc.). Personnel assigned to individual task orders shall have the required qualifications pertaining to the specific categories anticipated to be encountered at the site. The requirements for on-site and off-site personnel may differ for each site and shall be specifically identified in individual task orders. Asbestos supervisor certification is required for site supervisors and asbestos worker certifications are required for all workers conducting interior insulation removals and cleaning. The contractor's firm shall be licensed as an asbestos contractor in any of the United States.

C.6 CONTRACTOR QUALITY CONTROL

6.1 SUMMARY: The Contractor shall be responsible for preparing quality assurance (QA) and quality control (QC) activities to ensure that all work complies with the contract documents. The Contractor shall be responsible for the preparation of QA/QC documents delineating the responsibilities of the contractor's quality control personnel and procedures for all testing and inspection activities to ensure that the work completed is of sufficient quality to meet intended usage and contract requirements. These QA/QC documents will normally include at a minimum, a contractor quality control plan, and testing and inspection reports.

C.7 SAFETY AND HEALTH

7.1 The Government supports a Comprehensive Site Safety and Health Program for the Libby Asbestos Project. As part of this program, the Contractor shall be responsible for compliance with the safety and health requirements concerning the work performed under this contract. The Contractor shall have an ongoing Site Specific Safety and Health Program (SSSHP), meeting the most current requirements of Federal, State and local laws, regulations, and guidance. The Contractor shall also develop Safety and Health Plans for all applicable work performed under this contract, in compliance with 29 Code of Federal Regulations (CFR) 1910 and 29 CFR 1926.

C.8 ENVIRONMENTAL REQUIREMENTS

GENERAL. The Contractor shall be required to identify all appropriate laws, codes, regulations, and guidance and shall be required to perform all work in full compliance with applicable federal, state and local laws, codes, and regulations. The Contractor shall assure that all activities performed by its personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with laws and regulations.

PERMITS. The Contractor shall investigate the requirements for and obtain Environmental Permits, Licenses, and/or Certificates necessary to accomplish the work specified in individual task orders. The Contractor shall obtain all clearances and permits prior to initiation of site operations.

TRANSPORTATION OF WASTE As detailed in individual task orders, the Contractor will be responsible for the transportation of waste in accordance with 49 CFR and all other applicable federal, state, and local regulations. The Contractor shall review all information provided and develop the necessary deliverables which contain the transportation criteria, procedures, and practices sufficient to protect personnel, the environment, and potential off-site receptors from chemical, physical, and/or biological hazards. The Contractor shall utilize the services of qualified personnel experienced in hazardous waste manifesting and hazardous waste site operations. If the information that is available is insufficient to allow the Contractor to develop these documents, a description of all additional information required shall be prepared and submitted to the TOCOTR, prior to the commencement of work.

C.9 ENVIRONMENTAL PROTECTION

GENERAL. The Contractor shall perform all work so as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. The Contractor shall furnish all labor, materials and equipment, and perform all work required for the protection of the environment during all operations except as specified in other divisions of these contract documents or in the individual Task Orders.

PREREMEDIAL ACTION SURVEY. Prior to start of any on-site activities, the TOCOTR and the Contractor shall make a joint condition survey reviewing the condition of trees, shrubs and grassed areas immediately adjacent to the site of the work and adjacent to his assigned storage area and access route(s) as applicable. During this survey, the TOCOTR and the Contractor shall confirm the existence and/or location of any wetlands, endangered species, special habitat or other protected areas.

PROTECTION OF LAND AREAS. Except for any work or storage areas and access routes specifically assigned for the use of the Contractor under this contract, the land areas outside the limits of the permanent work performed under this contract shall be preserved in their existing condition. The Contractor shall confine his site activities to areas defined for work in the site-specific addendum document or specifically assigned for his use. Storage and related areas and access routes required temporarily by the Contractor in performance of the work will be approved by the TOCOTR.

PROTECTION OF TREES AND SHRUBS. The contractor shall take all actions necessary to protect and prevent damage to all trees, shrubs and vegetation not identified for removal utilizing the site-specific addendum and property survey (if applicable). No ropes, cables or guys shall be fastened to or attached to any nearby trees for anchorages.

PROTECTION OF WATER RESOURCES The Contractor shall control the transfer, use and disposal of fuels, oils and other harmful materials both on and off the site and shall comply with applicable federal, state, and local laws and regulations concerning pollution of air, water and soils while performing work under this contract. Special measures shall be taken to prevent sediment, chemicals, fuels, oils or other harmful materials from entering waters. Water used in personnel and equipment washing will not be allowed to re-enter any stream, lake or wetland. Decontamination water will be stored in onsite tanks and disposed of at the amphitheatre staging area (mine road) via a vacuum truck, or equivalent.

DUST CONTROL. The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas and all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Water sprinkling, chemical surfactant treatment (as approved by the Volpe Center), and plastic sheathing will be employed to control dust. Sprinkling will be repeated to keep the disturbed area damp at all times. Water trucks designed for this task or water hoses and sprinklers will be used. The Contractor will also use water trucks with power spray units for dust control and a spray wash sprinkler for dust abatement when performing dust-generating activities. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Perimeter air monitoring will be conducted by others to ensure that fibers do not migrate outside the exclusion zone for documentation and for establishment of action levels may be required.

SPILL CONTROL. The Contractor shall take every precaution to prevent spills, however, in the event of an actual spill, the Contractor shall provide a contingency plan for cleanup of spills and be responsible for proper cleanup of spills that occur during performance of this contract.

C.10 PHYSICAL SECURITY

The Contractor shall provide the appropriate site security (e.g. fencing) and will establish, maintain, and clearly mark the work areas with appropriate signage and barricades as required by each individual task order. The government under a separate security contract will provide a guard service to the sites. However, at a minimum, the contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

C.11 OTHER

The Contractor may be required to provide other incidental services, as stated in individual task orders, necessary for successful remediation, such as technical support during regulatory negotiations as they pertain to a specific site, community and public relations, and technology demonstrations. The requirements in this paragraph are not intended to be all-inclusive, but are for illustrative purposes only.

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING (May 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (May 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)****I.FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.246-4	<i>Inspection of Services—Firm Fixed Price</i>	<i>AUG 1996</i>
52.246-5	<i>Inspection of Services--Cost-Reimbursement.</i>	<i>APR 1984</i>
52.246-12	<i>Inspection of Construction</i>	<i>APR 1996</i>

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (May 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.242-14	Suspension of Work	APR 1984
52.242-15	STOP WORK ORDER (applies to FFP task orders)	AUG 1989
	STOP WORK ORDER ALTERNATE I (applies to CPFF, task orders)	APR 1984
52-247-34	F.O.B. DESTINATION	NOV 1991

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 2003)

The period of performance of the contract shall be three years from the date the Contracting Officer signs the contract award (effective date of contract).

F.3 DELIVERIES (MAR 2003)

Delivery of supplies, services, and written documents (including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant Contracting Officer (CO) and/or designated CO's Technical Representative (COTR) as specified in the task order.

F.4 MONTHLY TASK ORDER PROGRESS REPORTS (MAR 2003)

A monthly progress report shall be submitted for each task order. The Volpe Center requires that the report be submitted electronically. Unless otherwise prescribed in the task order, the report will cover the following items:

1. The work performed during the previous month.
2. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
3. Detailed technical description of the work planned for the next reporting period.
4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.
5. An up-to-date schedule of the work performed and works to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.5 MONTHLY TASK ORDER COST REPORTS

Monthly cost reports will be submitted by the contractor, except for fixed-price tasks, setting forth monthly and cumulative (1) direct labor hours by categories including subcontract hours; and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be discussed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) days after completion of work under the task order, the contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order; and in the case of a cost under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT. The Volpe Center requires that the report be submitted electronically.

F.6 REPORTS OF WORK - REPORT DISTRIBUTION -

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Monthly task order Progress Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

B. Monthly task order Cost Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

C. Technical Reports

The number of copies and recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the Contracting Officer or designated ACO.

F.7 DAILY COST SUMMARY REPORTS

The contractor, when required by a Task Order, will be required to use the EPA's Removal Cost Management Software (RCMS). The contractor will prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance of this contract, and task orders. The Volpe Center will provide the contractor with the RCMS software, which is a PC, based software package that generates cost/data for tracking costs and receiving reports for removal sites. RCMS allows the Government to track both contractor costs and government costs, project future costs, run reports and verify contractor invoices.

NOTE: The contractor is required to track and account for their costs in according to their own accounting system. RCMS is for removal site cost management. It is not intended to replace the contractor's cost accounting system. The contractor shall invoice in accordance with their accounting system.

To run cost tracking, a rate disk is required. Rate disks are contract specific and contain all loaded personnel rates in the contract. The Volpe Center will provide the rate disks to the contractor.

The minimum requirement to run RCMS is a system capable of running Windows 95 or greater.

Initial contractor training of the use of this system will be provided by the Government. Additional training will be provided by the Government upon updates or revisions to the RCMS system. It will be the contractor's responsibility to provide training for new hires.

The current archive disk covering the invoice period must be submitted to the Contracting Officer's Technical Representative (COTR) and Contracting Officer with each invoice.

The final archive disk copies shall be clearly marked, "FINAL ARCHIVE DISK" and shall be forwarded to the Contracting Officer's Technical Representative and the Contracting Officer.

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SECTION G - CONTRACT ADMINISTRATION DATA

I. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

a. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

b. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (MAR 2003)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative CO (ACO) may be designated by the CO. The duties of an ACO include but are not limited to analyzing and making recommendations on the contractor's proposals, offers, or quotations upon request of the CO and approving contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include but are not limited to inspecting and monitoring the contractor's work, determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work. **The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.**

Task Order Contracting Officer's Technical Representative: The CO may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order. The TOCOTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or on a task order or otherwise affect any other contract or task order terms.

G.3 ORDERING

- A. During the three-year ordering period of the contract, the CO or the ACO may issue task orders in accordance with Section I. Performance-based task orders will be used to the maximum extent practicable.
- B. The Government will order any work to be furnished under this contract by issuing task orders on Optional Form 347 or an agency-prescribed form by mail, facsimile, or electronically. In addition to the CO, the following individuals may issue task orders: CO and designated ACOs.
- C. The performance period of the contract is not synonymous with the performance period of any task

order issued under the contract. The period of performance for a given task order shall be specified in that task order.

- D. A Standard Form 30 will be used to modify task orders.
- E. A representative authorized by the contractor shall acknowledge receipt of each task order within three (3) business days of receipt.
- F. Each task order issued may incorporate the contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or a total fixed price in the case of a fixed price task order. If the cost reimbursable task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

Under no circumstances will the contractor start work prior to the issue date of the task order unless specifically authorized to do so by the CO.

G.4 ORDERING PROCEDURES

- A. All contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:
 - 1. The Government's need for the services or construction ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;
 - 2. Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;
 - 3. The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - 4. It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or
 - 5. It is necessary to limit competition to meet preference program goals identified in FAR Part 19. Contractors under the 8 (a) program may be awarded task orders up to \$3,000,000 per Government fiscal year. The \$3,000,000 cap does not apply to task orders awarded on a competitive basis, or issued pursuant to the exceptions specified in Paragraph G.4 (A) 1 through 4 above.
- B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
 - 1. When the Government requires work under the contract, a Task Order (TO) RFP shall be issued. The TORFP shall include information concerning the statement of work, guide specifications, drawings, attachments, and information pertaining to site visits, evaluation criteria and any other requirements for submission. Performance and Payment bonds may be required.
 - 2. A written cost or price proposal will always be required for all task orders to be issued under this contract. On competitive fixed price Task Orders, the TORFP may require the Contractor to fill out a bid schedule. In other instances, the cost proposal shall include detailed cost/price for all resources required to accomplish the task (i.e., labor hours, rates, travel, equipment, etc.). For fixed price task orders, the contractor shall base its proposal on the rates specified in Paragraph B.4. For Cost-Plus-

Fixed-Fee Task Orders, the rates utilized shall reflect the projected actual rates that will be invoiced to the Government. Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the Offeror customarily uses), as indicated by the Contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, . . . Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the Contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the base contract must be explained and justified.

3. An Offerors attendance at any walk throughs that are scheduled, as part of a Task Order is considered vital to competitive and cost effective offers, and to understand the total results desired by the Government. Failure to attend walk throughs may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed as a direct charge for attendance during negotiations, site visits or other pre-task order costs.
4. Upon receipt of a TORFP, the contractor may submit an offer to the CO, which must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
5. The Government shall have the right to select the contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers.
6. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.215-70, Section I.
7. Upon request, the Government will debrief unsuccessful Offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order

G.5 TASK ORDER OMBUDSMAN (JULY 2000)

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Research and Special Programs Administration, 400 7th Street SW, Washington, DC 20590, Attn: Edward A. Brigham; fax: (202) 366-7432; e-mail: Edward.Brigham@rspa.dot.gov. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.6 TECHNICAL DIRECTION (MAR 2003)

Performance of the work hereunder shall be under the technical direction of the COTR and TOCOTR on a specific task order. As used herein, "technical direction" is limited to directions to the contractor that clarify the specific description of work set forth in the task order. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract or task order, or otherwise affect any other provision of this contract.

G.7 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the accounting and appropriation data from which payment shall be made.

G.8 PAYMENT AND CONSIDERATION

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order and in accordance with policies set forth in FAR Part 19. Specific clauses to be used in each case are provided below:

A. The following clause is applicable to fixed-price task orders:

CONSIDERATION - FIXED PRICE

Upon delivery and acceptance of the required services or construction, the contractor shall be paid at the fixed price specified on the face of the task order.

B. The following clauses are applicable to Cost-Plus-Fixed-Fee task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.
- (2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.9 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (MAR 2003)

NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

One original and five copies of an invoice or contract financing requests or invoices shall be submitted, covering the amount claimed to be due, services rendered, and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task.

However, all interim payment requests for tasks under the contract must be submitted concurrently. The contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice (clearly identified in accordance with FAR 52.216-7 prior to the establishment of final annual indirect rates.) The last interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the contractor shall submit a corrected last interim invoice. The contractor shall submit this invoice, along with the contractor's release form, DOT F 4220.4, to the Contracting Officer, following the final adjustment of its annual indirect rates per FAR 52.216-7.

In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.
- (2) The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by

the Prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

- (3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (4) When the contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.
- (5) Pending settlement of the final indirect rates for any period, the contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center CO/ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the contractor shall submit to the CFA a proposal for final indirect rates based on the contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center CO/ACO. The contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The contractor shall provide copies of all rates established by the CFA to the Volpe Center CO/ACO. It is imperative that the CO/ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the contractor for cost reimbursement. The contractor should note that absence of a final rates determination does not relieve the contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO/ACO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

G.10 PAYMENT OF FEE - COST-PLUS-FIXED-FEE -COMPLETITON

On a completion-type task order, if performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO. The contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the CO's determination of the percentage of completion of the specified end product(s).

Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.11 PERFORMANCE EVALUATIONS (MAR 2003)

Performance evaluations shall be completed for each completed task order over \$100, 000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form at <http://cps.od.nih.gov/files/standardreport.doc>, or equivalent form, shall be used.)

The CO or designee will submit the completed evaluation to the contractor for comment. The contractor shall have 30 days in which to respond. The Government will consider any comments provided by the contractor before finalizing a Performance Evaluation Report and the contractor's comments will be attached to the Report.

G.12 TRAVEL AND PER DIEM (JULY 2000)

Travel by air will be reimbursed at actual, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A). Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in the Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, General Services Administration (GSA) Bulletin FPMR A-40 Supp- (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the contractor's standard accounting practice or disclosure statement. The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA-approved mileage rate. No fixed fee will be allowed on travel costs.

G.13 FUNDING FOR CONTRACT MINIMUM

Pursuant to Clauses B.5 - "MINIMUM/MAXIMUM AMOUNT OF WORK" and 52.216-22 - "Indefinite Quantity", the amount presently available for payment and allotted to this contract to provide for the contract minimum amount is \$25,000.00. This allotted amount will be applied, as appropriate, to one or more individual task orders issued under this contract. Additional funding will be allotted and obligated, as necessary, only on individual task orders.

G.14 COST ACCOUNTING SYSTEMS (MAR 2003)

Cost Accounting System

The contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 SALES TAX EXEMPTION - (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.4 HANDLING OF DATA - (MAY 1999)

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

(1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) use of an alternate subcontract source would reasonably detract from the quality of effort; and

(4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.5 PERFORMANCE AND PAYMENT BONDS

The contractor shall provide a letter with their proposal from their surety stating their bonding capability is a minimum of \$5,000,000. A performance bond and payment bond in the amount \$25,000.00 is required to be provided within 20 calendar days of contract award. The Contracting Officer may determine that it is necessary to increase the amount of the bond(s) to protect the Government as the number of task orders increases throughout the contract period. The contractor shall flow down bond requirements to subcontractors as deemed necessary by the prime contractor in order to protect its interests.

H.6 WAGE RATES AND FRINGE BENEFITS

The Contractor shall pay as a minimum to all employees the Davis-Bacon wage rates or Service Contract Act wages and fringe benefits as set forth in each Task Order. The Government will provide the determination by Task Order as to whether Davis Bacon or Service Contract Act applies. Service Act Wage Determinations for the site will be provided to the contractor with Task Order Request for Proposal, if determined applicable. Davis Bacon Act Wage Determinations are included in the contract as Attachment J.4.

H.7 PAYMENT FOR OVERTIME

In accordance with FAR 52.222-2, Payment for Overtime Premiums, the use of overtime will be authorized and the dollar amount applicable to this clause negotiated and identified on a Task Order basis, as authorized by the Contracting Officer.

H.8 SPECIAL CORRESPONDENCE REQUIREMENTS

- a. Correspondence. Copies of all correspondence with other government agencies required by the performance of the contract shall be furnished to the Contracting Officer or TOCOTR (as applicable) immediately upon issue or receipt. All Contractor correspondence with the customer, public, various regulators (State and Federal), and with USEPA, unless specified otherwise in this contract, shall be through the TOCOTR. Cover letters shall be appropriately addressed with "TO:" and "THROUGH:" headings.
- b. Conversation Records. The Contractor shall maintain a record of all telephone and verbal correspondence regarding information related to the performance of each task order. The record shall identify the parties involved and a summarization of the salient point(s) of the conversation. The contractor shall make these records available to the CO or TOCOTR upon request.
- c. Written Correspondence. The Contractor shall maintain files containing the written correspondence pertaining to each task order separate from other files. The Contractor shall provide a copy of correspondence received from, or sent to parties, other than those of this agreement, which pertain to each task order upon request.
- d. Correspondence with the Public. The Contractor shall not release information to the public, which pertains to the work of this contract, without the approval of the Contracting Officer. Requests for information made by the public shall be forwarded to the Contracting Officer or TOCOTR. Written requests shall be copied and forwarded to the Government for action.
- e. Correspondence with News Media. The Contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. When approached by the news media, the

Contractor shall refer them to the Contracting Officer, COTR or TOCOTR for response.

H.9 TASK ORDER CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS

The contractor shall provide a Conflict of Interest (COI) certification with the proposal submitted in response to each Task Order Request for Proposal. The Contractor shall search its records accumulated over the previous three years for any potential conflict of interest situations, as described in TAR 1252.209-70(a) and shall obtain the same information from potential subcontractors. Where multiple task orders are issued for the same site, the contractor is only required to submit one certification for the site. The contractor is required to notify the Contracting Officer of any changes or new potential conflict of interest situation that may arise at a site at any time during contract performance.

The certification should include a statement with respect to any identified COIs as required under TAR 1252.209-70(a). In addition, the Contractor must certify, to the best of its knowledge and belief, that all actual or potential conflicts have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential COIs exist. In addition, the Contractor must certify that its personnel who perform work under this Task Order or relating to this Task Order, have been informed of their obligation to report personal conflicts to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts arising during performance of the task order or other work related to the site.

H.10 INSURANCE

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

Contractors shall not be indemnified for remedial/removal actions involving removal, treatment, transportation or disposal of hazardous materials.

The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change to the CO at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO. The Government reserves the right to include in requests for Task Order proposals a requirement that the contractor have in place additional pollution liability insurance coverage including automobile bodily injury liability with an MCS-90 pollution liability endorsement and/or pollution liability insurance covering the facilities identified in the Task Order, with coverage for bodily injury, death, loss of or

damage to property, off-site cleanup, and legal defense costs, in amounts considered satisfactory by the Government. The Contractor will be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices. No fee shall be paid on the cost of such insurance.

H.11 IDENTIFICATION OF CONFIDENTIAL BUSINESS INFORMATION AND REDACTION OF PRIVACY ACT INFORMATION

a. The Volpe Center may be requested to release information submitted by the contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by the Volpe Center. Business information that is entitled to confidential treatment under existing regulations (40 CFR Part2) may be included in the information released to these individuals. The contractor shall identify all documents claimed as Confidential Business Information in accordance with the above referenced regulation. By submitting an offer or by signing this contract, the contractor agrees to a limited release of the claimed Confidential Business Information.

b. The Contractor shall also redact all Privacy Act Information from all documents submitted under this contract.

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<http://www.dot.gov/ost/m60/tamtar>

<http://farsite.hill.af.mil/vffar.htm>

<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.202-1	Definitions.	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors	JUL 1995
52.211-11	Debarred, Suspended, or Proposed for Debarment. Liquidated Damages—Supplies, Services, Research & Development (For the purposes of this clause the blank will be completed under applicable task orders)	SEP 2000
52.211-12	Liquidated Damages-Construction For the purposes of this clause the blank will be completed: under applicable task orders)	JUN 2003
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.216-7	Allowable Cost and Payment.	DEC 2002
52.216-8	Fixed Fee.	MAR 1997
52.216-18	Ordering (a)For the purposes of this clause the blank(s) are completed as follows: date the contract is signed by the CO through three years.	OCT 1995
52.216-19	Order Limitations	OCT 1995

For the purposes of this clause the blank(s) are completed as follows:

- (a) \$ 25,000
- (b)(1) \$5,000,000
- (b)(2) \$5,000,000
- (b)(3) three days
- (d) three days

52.216-22 Indefinite Quantity OCT 1995

For the purpose of this clause the blank(s) are completed as follows: (d) Contractor shall not be required to make any deliveries under this contract after four years from the date the CO signs the contract

52.219-6 Notice of Total Small Business Set-Aside JUN 2003

52.219-8 Utilization of Small Business Concerns OCT 2000

52.219-14 Limitations on Subcontracting DEC 1996

52.222-1 Notice to the Government of Labor Disputes. FEB 1997

52.222-2 Payment for Overtime Premiums JUL 1990

For the purpose of this clause the blank is completed as follows: (a) zero

52.222-3 Convict Labor. JUN 2003

52.222-4 Contract Work Hours and Safety Standards Act - Overtime SEP 2000

52.222-6 Davis-Bacon Act FEB 1995

52.222-8 Payrolls and Basic Records FEB 1988

52.222-9 Apprentices and Trainees FEB 1988

52.222-10 Compliance with Copeland Act Requirements FEB 1988

52.222-13 Compliance with Davis-Bacon and Related Act Regulations FEB 1988

52.222-14 Disputes Concerning Labor Standards FEB 1988

52.222-15 Certification of Eligibility FEB 1988

52.222-16 Approval of Wage Rates FEB 1988

52.222-21 Prohibition of Segregated Facilities FEB 1999

52.222-26 Equal Opportunity. APR 2002

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans DEC 2001

52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans DEC 2001

52.222-41 Service Contract of 1965, As Amended MAY 1989

52.223-3 Hazardous Material Identification and Material Safety Data. Alternate I (JUL 1995) JAN 1997

52.223-5 Pollution Prevention and Right-to-Know Information. AUG 2003

52.223-6 Drug-Free Workplace. MAY 2001

52.223-14 Toxic Chemical Release Reporting. AUG 2003

52.224-1 Privacy Act Notification. APR 1984

52.224-2 Privacy Act. APR 1984

52.225-11 Buy American Act – Construction Materials JUN 2003

Under Trade Agreements

For the purpose of this clause the blank is Completed as follows: "none"

52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-3	Patent Indemnity.	APR 1984
52.227-4	Patent Indemnity – Construction Contracts	APR 1984
52.227-14	Rights in Data – General	JUN 1987
52.227-19	Commercial Computer Software - Restricted Rights.	JUN 1987
52.228-1	Bid Guarantee ((c) \$25,000)	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.228-15	Performance and Payment Bonds-Construction	JUL 2000
52.229-3	Federal, State, and Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-5	Payments Under Fixed-Price Construction Contracts	SEP 2002
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost. “task order” is to be substituted for “Schedule” whenever word appears in the clause	APR 1984
52.232-22	Limitation of Funds. “task order” is to be substituted for “Schedule” whenever that word appears in the clause	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration	MAY 1999
52.233-1	Disputes. (Alternate I)	JUL 2002 DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigations & Conditions Affecting the Work	APR 1984
52.236-05	Material and Workmanship	APR 1984
52.236-06	Superintendence by the Contractor	APR 1984
52.236-07	Permits and Responsibilities	NOV 1991
52.237-08	Other Contracts	APR 1984
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention Alternate I (NOV 1991)	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997

52.236-27	Site Visit (Construction)	FEB 1995
	(b) To be determined in each Task Order	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes- Fixed Price.	APR 1984
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
52.244-2	Subcontracts.	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-2	Government Property (Fixed-Price Contracts)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JUN 2003
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation of Liability--Services.	FEB 1997
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost-Reimbursement)	SEP 1996
52.249-8	Default (Fixed Price-Supply, Service)	
52.249-9	Alternate I (APR 1984)	APR 1984
52.249-10	Default (Fixed Price, Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.209-70	Disclosure of conflicts of interest	OCT 1994
1252.215-70	Key Personnel and/or Facilities	OCT 1994
	For the purpose of this clause the blank is completed as follows: (1) Program Manager, (2) Project Manager(s), (3) Foreman(s)	
1252.223-71	Accident and fire reporting.	OCT 1994
1252.237-70	Qualifications of employees.	OCT 1994
1252.242-72	Dissemination of contract information.	OCT 1994
1252.245-70	Government property reports.	OCT 1994

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Head of Contracting Activity and shall not be binding until so approved

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The contractor shall make the following notifications in writing:
- (1) When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative CO (ACO) within 30 days.
 - (2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

- (b) The contractor shall-
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.
- (c) The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.219-17 SECTION 8(A) AWARD. (DEVIATION) (DEC 1996)

SECTION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) **(DELETED)**
 - (2) Except for novation agreements, the SBA delegates to the Volpe Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the Volpe Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
 - (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the cognizant Contracting Officer of the Volpe Center.
- (d) INTENTIONALLY OMMITED
- (e) **(NEW)** This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: **[To be completed by the Contracting Officer at time of award]**

I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (DEVIATION) (JAN 1997)

NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUL 1996)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:
 - (1) SIC code [NAICS 562910] is specifically included in the Offeror's approved business plan;
 - (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) **(DEVIATION)** Any award resulting from this solicitation will be made directly by the Volpe Center to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)
 - (1) **(DEVIATION)** Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
 - (2) **(DEVIATION)** The *[insert name of 8(a) contractor]* will notify the Volpe Center Contracting Officer, simultaneous with its notification to the SBA, in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (e) **(DEVIATION)** This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: ***[To be completed by the Contracting Officer at time of award]***

I.6 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)**(a) Definitions.**

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor inserts the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era , and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preferences for Privately Owned U.S. Flag Commercial Vessels) (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S. C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

SECTION J - LIST OF ATTACHMENTS

Attachment J.1 – Performance Bond/SF-25 (2 pages)

Attachment J.2– Payment Bond/SF-25A (2 pages)

Attachment J.3 – Affidavit of Individual Surety (2 pages)

Attachment J.4 - Davis Bacon Act - Wage Determinations (13pages)

Attachment J.5 – Bid Bond / SF-24 (2 pages)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 SIGNATURE - (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

Signature

Typed Name, Title

Offeror

Date

K.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

NUMBER	TITLE	DATE
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.222-38 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the Offeror represents that it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation Clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 report required by that clause.

K.11 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening of the Government through Leadership in Environmental Management, requires submission of this certificate as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals

listed in 40 CFR 372.65;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group 10 (except 1011, 1081, and 1094).

(B) Major Group 12 (except 1241).

(C) Major Groups 20 through 39

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce)

(E) Industry Code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S. C. 6921, et seq.) 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.216-1		
52.222-24	PREAWARD ONSITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222.46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIRMENT - CONSTRUCTION MATERIALS UNDER THE TRADE AGREEMENTS	MAY 2002
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

Submission of cost or pricing data is not required.

Provide information described below:

See Cost and Business Proposal Instructions below.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of two to three indefinite-delivery/indefinite-quantity contracts with task orders to be issued on a Firm Fixed Price and Cost-Plus-Fixed-Fee completion basis resulting from this solicitation. Performance-based task orders will be used to the maximum extent practicable.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Edward Wirtanen, DTS-852
55 Broadway
Cambridge, MA 02142-1093

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION**L.2. A. PROPOSAL IDENTIFICATION**

For ease of reference, that part of an Offeror's submission covering factors other than cost; Past Performance, Staffing, and Technical Understanding and Management Approach, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

L.2.B. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the CO from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial Cost and Business Proposal is deficient or ambiguous, or if proposed costs are not supported or do not track to the supporting data required by the cost exhibit, to the extent that a meaningful Government analysis cannot be performed, the offer may be excluded from evaluation.

L.2.C. AWARD EXCLUSION

Contractors may not act as both a Prime contractor and a subcontractor under the contracts to be awarded under this solicitation. Proposals involving such teaming arrangements will be excluded from consideration.

L.2.D. CONSISTENCY BETWEEN TECHNICAL AND COST AND BUSINESS PROPOSALS

Offerors are required to demonstrate consistency between the labor and other costs shown in the Cost and Business Proposal and the labor and other resources included and evaluated in the Technical Proposal.

The labor rates shown on Schedule 4 and used to price the labor cost must be similar to the labor rates for persons whose resumes are submitted. .

L.2.E. EVALUATED RESOURCE LEVEL

The Government's estimated requirements are \$37 million over three years. For evaluation purposes, Offerors are required to price out the Government's best estimate as shown on the schedules and tables provided of the resources required to perform several task orders over a one year period. This includes 17,100 of professional/administrative labor and 54,540 hours of construction labor. It also includes rates for certain equipment and materials as identified in Section B, Paragraph B.6, which is required to be completed by all Offerors. An additional amount to cover materials and equipment that cannot be specifically priced at this time is required to be proposed by all Offerors. Offerors are cautioned, however, that since the Government contemplates award of two to three IDIQ contracts under this solicitation, the amount of business that any one contractor will receive is not certain. Based on the Volpe Center's experience in administering groups of contracts awarded under multiple award programs, it is unlikely that a single contractor will receive task order awards approaching the contract maximum.

L.2.F. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Edward Wirtanen, DTS-852
55 Broadway
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code DTS-852. Questions may also be submitted by e-mail to wirtanen@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror in its Offer. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.2.G. COST AND BUSINESS PROPOSAL REVIEW

The Government may at its sole discretion utilize a contractor to assist in the review of Cost and Business Proposals. Contractors reviewing proposals and supporting documentation are required to safeguard all proprietary data, complete non-disclosure statements, and complete conflict of interest statements.

L.2.H. BONDING REQUIREMENTS AND BID GUARANTEE

Offerors shall submit a letter with their proposal in the Cost and Business Volume from their surety stating their bonding capability is a minimum of \$5,000,000. Offerors shall submit a bid guarantee with their proposal in accordance with FAR 52.228-1 located in I.1 of this solicitation.

L.2. I. CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS

The contractor shall provide a Conflict of Interest (COI) certification with its proposal in the Cost/Business Volume submitted in response to this Request for Proposal. The Contractor shall search its records accumulated over the previous three years for any potential conflict of interest situations, as described in TAR 1252.209-70(a). The conflict of interest determination shall also take into consideration your responses to the questions provided below. The offeror shall also obtain a conflict of interest determination from each team subcontractor and other proposed subcontractors. The offeror shall address all the questions provided below during its search and provide responses with their proposal. The contractor is required to notify the Contracting Officer of any changes or new potential conflict of interest situations that may arise at any time during contract performance.

The certification should include a statement with respect to any identified COIs as required under TAR 1252.209-70(a). In addition, the Contractor must certify, to the best of its knowledge and belief, that all actual or potential conflicts have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential COIs exist. In addition, the Contractor must certify that its personnel who perform work under this contract or related to this contract, have been informed of their obligation to report personal conflicts to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts arising during performance of the contract. The certification shall take into account the following questions. A cover letter shall respond to all of the following questions.

1. Has your company performed work for WR Grace at the Libby, Montana site previously? If so, what was the dollar value and what type of work was it?
2. Has your company performed work for WR Grace at any other site? Provide total value, type of work and site location.
3. Has your company performed any other work that may present a potential for Conflict of Interest to the current remediation work?

In your submittal, please also provide the Offeror's opinion as to whether the information provided would/would not be a conflict of interest.

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL AND COST AND BUSINESS PROPOSALS PREPARATION

L.3.A. SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

L.3.B. PROPOSAL PRESENTATION

Offerors are required to submit their proposals in two separate volumes as follows:

Volume I - Cost and Business Proposal

The Cost and Business Proposal must consist of the attached Standard Form 33, solicitation documents, cost information other than cost and pricing data, and Business Proposal documents

Volume II - Technical Proposal

This volume must include information regarding Past Performance, Staffing, and Technical Understanding and Management Approach

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

L.3.C. COPIES

You must submit three (3) copies of the Cost and Business Proposal (Volume I) and six (6) copies of the Technical Proposal (Volumes II). Offerors should ensure that their subcontractors also submit the required number of copies even if the subcontractor sends its proprietary proposal data directly to the Government.

L.3.D. PROPOSAL FORMAT

1. Introductions and Purpose

This section specifies the format, which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

2. Text

The Offeror's written Technical Proposal shall be prepared on standard 8.5 x 11-inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches by 22 inches or 17 inches by 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The foldout will count as two pages.

The above restrictions do not apply to the cost/business proposal.

3. Page Limits

The maximum number of pages that may be submitted for the technical and Cost and Business Proposals are as follows:

Volume I - Cost and Business Proposal - No Limit

Volumes II - Technical Proposal (See Instructions for Technical Proposal in L.5.B below for specific limitations and format restrictions)

4. Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

5. Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name and address of the Offeror
- e. Copy number

6. Title Page

The title page, which shall not count against the page limitation of the proposal of each volume, shall include the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name, address, and telephone number of the Offeror
- e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
- f. Index

L. 4 INSTRUCTIONS FOR COST AND BUSINESS PROPOSAL

L.4.A. INTRODUCTION

A. It is the Offeror's responsibility to ensure its Cost and Business Proposal is sufficiently complete and comprehensive so that the following objectives may be accomplished without further dialogue:

- Evaluate "cost realism" as defined in FAR 15.404-1(d);
- Calculate probable cost in accordance with FAR 15.404-1(d) for use in best value determination;
- Provide the Government with cost, fixed fee, price, and profit information that will facilitate task order issuance;
- Ensure the Government that the Offeror has the ability to monitor and control costs during performance.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere. The Cost and Business Proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the Cost and Business Proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer if it is in the Government's best interest, rather than opening discussions.

For evaluation purposes, Offerors are required to propose estimated costs using the hours or quantities provided below. Hours or quantities should be apportioned between the Prime and its subcontractors in a manner consistent with the Offeror's technical proposal. The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required. **For Proposal Purposes: Offerors shall assume that all Task Orders will be subject to the Davis-Bacon Act.**

Professional or Administrative Labor Category	Hours
Program Manager	360
Project Manager	3,600
Health and Safety Officer	1,440
Field Admin. Clerk	5,400
Subcontracts Administrator	6,300
Subtotal	17,100
Administrative Staff – To be filled in by Offeror	Estimated by Offeror/Subcontractor
Total Professional Labor	

<u>Construction Labor Category</u>	Quantity
Foreman/Site Superintendent	4,500
Asbestos Workers	10,800
Equipment Operator	13,380
Truck Driver	7,700
Carpenter	360
Electrician	180
Plumber/Pipe fitter	180
Laborer	17,440
Total Construction Labor	54,540

Removal Equipment/Materials –	Unit	Quantity
Three (3) Rubber Tire Wheel Loaders	Month	12
Two (2) Trailers for Loader Transport	Month	12
Two (2) Mini Excavators	Month	12
Two (2) Excavators for Large Removals	Month	12
Two (2) Water Truck (2,000 gallon minimum)	Month	12
Three (3) Water Trucks (5,000 gallons minimum)	Month	12
Four (4) Vacuum Trucks with HEPA filters	Week	12
Four Decontamination Trailers	Month	12
Four Portable Toilets with biweekly service	Month	12
Decontamination Pads	Each	90
Four Pickup Trucks	Month	12
Dump Truck (Waste Management)	Month	12
Tractor Crawler with bulldozer (200 HP minimum)	Month	12
Visqueen	Square feet	828,000
2 Connex Boxes	Month	12
Four Site Trailers	Month	12

Although the task ordering period is three years, the Cost and Business Proposal instructions require that labor and other resources be priced out for evaluation purposes assuming a performance period of only one year, January 1, 2004, to December 31, 2004.

The places of performance are the Offeror's facility for the Program Manager and Libby, Montana for all other professional, and all construction labor.

The Government intends to make award based on initial offers. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer. It is the Offeror's responsibility to provide sufficient, meaningful information and clear, detailed supporting documentation so that the Government can complete its evaluation of the proposal (including any subcontractors) and accomplish the objectives stated above without additional correspondence or communication with the Offeror. Offerors should ensure the proposed fixed fee and profit proposed reflect the competitive nature of the procurement.

"Cost realism" means that the costs in an Offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Offeror's technical proposal. If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

Any proposal whose overall fixed fee exceeds the 10 percent statutory limit will be eliminated from consideration. There is no statutory limit on profit.

L.4.B. FORMAT

In addition to the requirements set forth in Section L.3, the Cost and Business Proposal shall be submitted in three sections as follows:

- Section I - Solicitation Documents
- Section II - Information Other Than Cost and Pricing Data
- Section III - Business Proposal

L.4.C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.4.D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through should 7 support it. In addition, as discussed in Paragraph L.2.D. Offerors should ensure consistency between the Technical and the Cost and Business Proposals.

All costs, rates, factors, assumptions, and calculations must be shown and supporting rationale and documentation included.

1. Accounting System

The Offeror shall provide the current (within the last year) audit report/findings/letter and point of contact with phone number or email address from the offertory's Federal Government Cognizant Audit Agency that the Offeror's accounting system has been approved and is adequate for cost-reimbursable contracts. If it has been over 12 months since the accounting system has been approved, the Offeror shall also provide a statement that the accounting system has not changed since being approved. Information regarding recent CPA audited financial statements establishing cost pools in accordance with FAR Part 31 shall be provided. . If the accounting system has changed, the Offeror shall provide a letter from the audit agency stating that it is currently going through the approval process and provide a point of contact and phone number of person conducting the audit from the cognizant audit agency. The Contracting Officer reserves the right to call the Contractor's cognizant audit agency to verify that the accounting system is still approved and adequate for cost-reimbursable contracts. In accordance with FAR 16.306(c), "no cost-plus-fixed-fee contract shall be

awarded unless the contracting officer complies with all limitations in FAR 15.404-4(c)(4)(I) and 16.301-3". No award will be made to an Offeror whose accounting system has not been determined to be adequate for cost-reimbursement contracts. This also affects subcontractors (team members) if the prime contractor anticipates awarding cost-reimbursement contracts to those subcontractors. If no cost-reimbursement contracts will be awarded to any of the prime contractor's subcontractors the Offeror will so state. If cost-reimbursement subcontracts are to be awarded, the Offeror shall provide the same required information above from the subcontractors.

The Offeror shall submit for themselves and for each proposed cost reimbursement subcontractor (team member) statements certifying the most recent year for which final audited indirect rates have been determined by the Offeror's and subcontractor's Federal Government cognizant audit agency. Additionally, the Offeror shall provide the status of the audits of final indirect rates for any year(s) for which final rates have not been determined. The Offeror and any subcontractors (team members) shall provide a point of contact by name and telephone number at the cognizant audit office that can confirm the status of any final indirect rate determinations.

The Offeror shall fill out in its entirety Paragraph B.6. If the Offeror has a different job title or if the Offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the Offeror is instructed to add that job title to the most appropriate or similar job title listed in the table. The rates proposed in Paragraph B.6 will be the rates that the Offeror will use for all firm-fixed price task orders

2. Section B Information

Firm Fixed Prices task orders will be for services performed at prices expressly provided for therein and based on Section B. All total hourly rates in Section B shall include Overhead, General/Administrative and any Labor Burden (Fringes) (FCCOM, or other costs) and shall be exclusive of any fee/profit of the prime.

The Offeror shall fill out only one Paragraph B.6. It shall show the rates of the Offeror and all subcontractors. If necessary blended/weighted rates shall be provided. The Offeror shall present information in the cost proposal demonstrating how the rates were developed from the unloaded labor rates. Schedule 6 must also be completed.

The rates for equipment/materials will also be based on the total charge to the Government (all indirects applied), exclusive of the fee/ profit of the prime. Information demonstrating how the rates were developed shall be presented. Schedule 7 must also be completed

3. Direct Labor

Provide the proposed unloaded hourly labor rates for the identified labor categories in Schedule 4. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and show those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is 5 percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Current labor and salary data should be escalated to the performance period.

FAR 52.222-46 is incorporated. Offerors must provide the information on compensation and fringe benefits required by the clause for evaluation by the Government.

The cost/business proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost/business proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer if it is in the Government's best interest, rather than opening discussions.

The RFP-stipulated hours include administrative support: 5,400 hours per year a Field Administrative Clerk and 6,300 hours per year for a Subcontract Administrator. Both are assumed to be performed at the jobsite. If an Offeror does not anticipate charging those activities as direct to the contract, in accordance with its established accounting practice, it may adjust those hours and provide convincing rationale to support the adjustment. During performance, however, the Contracting Officer will not reimburse direct costs that are not proposed. Similarly, if an Offeror intends to recover administrative support (for example, contract administration, work status/project reporting, or other clerical support) given at the home office as a direct cost, it must estimate the amount and include the cost in its proposal. During performance, the Contracting Officer will not reimburse direct home office labor costs that are not clearly proposed. Administrative functions that are not described and priced will not be billable during performance without prior CO approval.

4. Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 5.

Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the Contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

For proposal preparation purposes, Offerors should assume the Program Manager's effort is performed at the home-office and be appropriately burdened, and all other labor is performed in Libby, Montana, to which a field rate is applied.

5. Equipment Materials and Other Direct Costs (ODCs)

During performance of task orders, the Offeror will be required to: provide equipment, supplies and material and travel to Libby, Montana for undetermined periods. The Prime contractors shall submit prices for the equipment and materials detailed above and in Schedule 7. The contractor will either subcontract to local firms or provide their own equipment; whichever is more cost effective to the Government. Equipment cost should be proposed in accordance with established accounting practice. Many of the equipment items are generic such as "pickup truck" or "dump truck". Offerors should provide specifics in both their cost and technical proposal to demonstrate their understanding of the requirements of this solicitation.

Specific supporting information on the basis for the proposed cost or price for each item must be provided. For example vendor quotes or invoices. In addition, there are a number of other direct cost related to remediation and waste management activities that are not included in the table such as scaffolding, personal protection equipment, small hand tools, snow fencing, and containment berms. Therefore, an additional \$1,900, 000 should be apportioned between the prime and its subcontractors in a manner consistent with the technical proposal and burdened in accordance with established accounting practice.

6. Travel

All travel is to Libby, Montana. Each Offeror's travel cost may be different depending on the Offeror's business location. The travel requirements shown in the below table are the Government's best estimate. Each Offeror must estimate travel costs for its employees based on the following:

Annual Travel Requirement			
	Number of People Per Trip	Number of Days Per Trip	Number of Trips
Program Manager traveling to Montana for 3 days, 4 times.	1	3	4
Project Manager(s) traveling to Montana for 26 days, 12 times.	2	26	12
Foreman, /Site Superintendent(s) traveling to Montana for 26 days, 12 times.	2	26	12
Health and Safety Officer traveling to Montana for 5 days, 6 times.	1	5	6

Offerors should clearly state the method of travel, the amount for any local travel, and cost for airfare per trip, basis for the airfare, per diem amounts, and other costs for miscellaneous expenses. The Offeror should state what travel arrangements it expects to make, for example, whether it would acquire an apartment for long-term lodging rather than a hotel, or whether or not employees who are on travel for extended periods are permitted to return home periodically in accordance with established company policy. The Offeror can adjust the number of trips for the Project Managers and Foremen/site Superintendent as long as it can demonstrate coverage for the year in Libby.

Additional travel cost must be proposed by Offerors for labor categories not identified in the Annual Travel Requirement Table above if the Offerors expect to incur travel related cost for such personnel.

7. Other Offeror-Estimated ODCs

Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort which are not covered in their overhead/indirect costs and are not include in construction or waste management equipment or materials. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior Contracting officer approval.

8. Subcontracts

Subcontractors must submit a Cost and Business Proposal in accordance with the Cost and Business Proposal instructions in this section. All subcontractors must follow the same proposal instructions as the Prime except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement-type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why their subcontract type is anticipated must be included. The guidance in FAR Part

16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) the result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) a signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) a rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work. The Offeror shall provide the names of the other consultants or subcontractors used in the comparison..

It is the responsibility of the Prime contractor to review and evaluate the subcontract proposals and accompanying cost or pricing data and furnish the results of such review to the Government as part of the cost submission, regardless of whether the details are provided to the Prime Offeror or separately to the Government. The Prime's review should be as detailed as the information provided by the subcontractor directly to the Prime permits.

9. Escalation

Current labor and salary data should be escalated to the performance period. Offerors should use 3.4 percent per annum to escalate its current data. If an alternative escalation factor is used, provide documentation and rationale. In either event, show all calculations.

10. Cost of Money

Attach supporting calculations if proposed.

11. Fixed Fee and Profit Objectives

Fifty percent of the costs developed in Schedule 2 should be apportioned to the cost-plus-fixed-fee portion and the remaining 50 percent apportioned to the firm-fixed-price portion. During performance, it is estimated that 50 percent of the dollars obligated will be for cost-plus-fixed-fee task orders, and the remaining 50 percent will be for firm-fixed-price task orders.

The fixed fee and profit amounts included in Schedule 2 should be developed by applying the fee factor times half the proposed cost and the profit factor times the other factor. For example if the total estimated cost was \$1,000,000, a proposed profit for fixed price task orders of 8% would be applied to half the cost or \$500,000. The \$40,000 profit would be added to proposed fee for cost contracts of 5%, which also would be applied, to \$500,000. The fee of \$25,000 would be added to the proposed cost for a total of \$65,000. The percentages will be incorporated into any resulting contract in Paragraph B.6 and will become the maximum factors for task order fixed fee or profit.

The Government may utilize the weighted guidelines method in TAM 1215.9 and its Appendix E to evaluate proposed fixed fee for reasonableness. The Offeror's Cost/Business Proposal should contain adequate data and rationale for any factors it wants considered for Contract Risk and Special Factors.

12. Schedules

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

Cost/Business Proposal Schedules: Prime Offerors and subcontractors must complete and include the following in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Proposed Costs, Fixed Fee, and Profit" Prime only

Schedule 3: "Summary of Proposed Rates/Costs/Price and Fee/Profit" Prime and subcontractors

Schedule 4: "Summary of Direct labor Cost and Cost Realism Information" Prime and subcontractor as applicable

Schedule 5: "Indirect Rates and Factors"

Schedule 6: "Allocation of Labor Hours and Other Direct Costs"

Schedule 7: "Equipment/ Materials"

SCHEDULE 1

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS							
2d. CITY		2e. STATE		2f. ZIP CODE		3c. TELEPHONE	
						3d. FACSIMILE	
4. TYPE OF CONTRACT OR SUBCONTRACT (<i>Check</i>)				5. <input type="checkbox"/> PRIME OFFEROR			
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> OTHER <input type="checkbox"/> CPAF				<input type="checkbox"/> SUBCONTRACTOR			
				PRIME OFFEROR'S NAME _____			
6. ESTIMATED COST, FEE AND PROFIT INFORMATION							
A. ESTIMATED COST							
B. FIXED FEE							
C. AWARD FEE							
D. PROFIT							
E. TOTAL PRICE							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY						NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY	
STREET ADDRESS						STREET ADDRESS	
CITY		STATE		ZIP CODE		CITY	
						STATE	
						ZIP CODE	
TELEPHONE		AREA CODE		NUMBER			
FACSIMILE		AREA CODE		NUMBER			
NAME OF CONTACT						NAME OF CONTACT	
PROPERTY SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed						APPROXIMATE DATE OF LAST	
						PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)	
PURCHASING SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable; <input type="checkbox"/> Reviewed by cognizant contract; administrative agency and determined not acceptable; <input type="checkbox"/> Never reviewed						ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable; <input type="checkbox"/> Audited and determined not acceptable; <input type="checkbox"/> Never audited	
8a. NAME OF OFFEROR (<i>Typed</i>)						9. NAME OF FIRM	
8b. TITLE OF OFFEROR (<i>Typed</i>)							
10. SIGNATURE						11. DATE OF SUBMISSION	

Schedule 2**Proposed Costs, Fixed Fee, and Profit****Prime**

	Cost	Notes
Cost Category		
Program Manager	\$	
Fringe Benefits *	\$	
Home-office Overhead	\$	
Other Professional Labor	\$	
Fringe Benefits *	\$	
Field Overhead	\$	
Construction Labor	\$	
Fringe Benefits *	\$	
Field Overhead	\$	
Subcontracts	\$	
1.	\$	
2.	\$	
Total Subcontracts	\$	
Travel	\$	
Equipment Material	\$	From schedule
RFP-Material/Equipment	\$	\$1,900,000 to be allocated
Offeror-Estimated ODC	\$	
Subtotal	\$	
G&A	\$	
Cost of Money	\$	
Total Cost	\$	
Fixed Fee	\$	Rate Applied to 50% of above
Profit	\$	Rate Applied to 50% of above
Total Price	\$	Cost + Fee+ Profit

* if separate from overhead

Schedule 3
Summary of Proposed Rates/Costs/Price and Fee/Profit

Prime or subcontractor name: _____

Cost Category	Rates	Amount
Program Manager		\$
Fringe Benefits (if separate from overhead)	%	\$
Home-office Overhead	%	\$
Other Professional Labor		\$
Fringe Benefits (if separate from overhead)	%	\$
Field Overhead	%	\$
Construction Labor		\$
Fringe Benefits *	%	\$
Field Overhead	%	\$
Subcontracts		\$
1.		\$
2.		\$
Total Subcontracts		\$
Travel		\$
Equipment/Material from schedule		\$
RFP-Material Equipment (\$1,900,000 total)		\$
Offeror-Estimated ODC		\$
Subtotal		\$
G&A		\$
Cost of Money		\$
Total Proposed Costs		\$
Fee or Profit	%	
Total		

- if separate from overhead

Schedule 4
Summary of Direct labor Cost and Cost Realism Information

Prime or subcontractor name: _____

Labor Category	Hours	Hourly Rate*	Amount
Home-office Labor			
Program Manager		\$	\$
Total Home-office Labor			
Professional Field Labor			
Project Manager		\$	\$
Health & Safety Officer		\$	\$
Subcontract administrator		\$	
Field Administrative Clerk		\$	\$
Total Field Professional Hours and Labor			\$
Construction Labor			
Foreman/Site Superintendent		\$	
Asbestos Worker		\$	\$
Equipment Operator		\$	\$
Truck Driver		\$	\$
Carpenter		\$	\$
Electrician		\$	\$
Plumber/Pipefitter		\$	\$
Laborer		\$	\$
Total Construction Hours and Labor		\$	\$
Grand Total		\$	\$
Resumed Person(s) Name(s) and Labor Category	Hours Proposed	Hourly Rate	

* Escalated to cost proposal performance period.

Schedule 5
Indirect Rates and Factors

Prime or subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits *		
Field Overhead		
Home Office Overhead		
Subcontract Burden * *		
ODC Burden **		
Other (specify)		
G & A		
Cost of Money		

* if separate from overhead

**if separate from G&A

Contractor Fiscal Year Ends: _____

Schedule 6**Allocation of Labor Hours and Other Direct Costs**

Prime Name: _____

Labor Category	Prime Offeror	Subcontractors		Total
		A	B	
Professional Labor				
Program Manager				360
Project Manager				3,600
Health & Safety Officer				1,440
Field Administrative Clerk				5,400
Subcontracts Administrator				6,300
Total Professional				17,100
Construction Labor				
Foreman/Site Superintendent				4,500
Asbestos Worker				10,800
Equipment Operator				13,380
Truck Driver				7,700
Carpenter				360
Electrician				180
Plumber/Pipefitter				180
Laborer				17,440
Total Construction Labor				
Total Labor				54,540
Travel	\$	\$	\$	\$
Equipment/Material	\$	\$	\$	\$
RFP-Material/Equipment	\$	\$	\$	\$1,900,000

Schedule 7
Equipment/ Materials

Removal Equipment/Materials*	Unit	Quantity	Proposed Rate	Total Cost
Three (3) Rubber Tire Wheel Loaders	Month	12		
Three (3) Trailers for Loader Transport	Month	12		
Two (2) Mini Excavators	Month	12		
Two (2) Excavators for Large Removals	Month	12		
Two (2) Water Truck (2,000 gallon minimum)	Month	12		
Three (3) Water Trucks (5,000 gallon minimum)	Month	12		
Four (4) Vacuum Trucks with HEPA filters	Week	12		
Four Decontamination Trailers	Month	12		
Four Portable Toilets with biweekly service	Month	12		
Decontamination Pads	Each	90		
Four Pickup Trucks	Month	12		
Dump Truck (Waste Management Use)	Month	12		
Tractor Crawler with bulldozer –(200 HP minimum Waste Management Use)	Month	12		
Visqueen	Square feet	828,000		
2 Connex Boxes	Month	12		
Four Site Trailers	Month	12		
Total	Not Applicable	Not Applicable	Not Applicable	

* Offeror should also include information to demonstrated consistency to schedule included in Paragraph B for quantities of equipment greater than one (such as Three Rubber Tire Wheel Loaders).

L.4.E. Section III BUSINESS PROPOSAL

1. Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns are minimized and identified. Discuss accountability within your organization for tracking and controlling costs.

2. Subcontract Consent

All Offerors must comply with the consent requirements of FAR Subsection 52.244-2. The Government will review proposals to ensure that the Offeror has addressed the applicable parts of FAR 44.202-2. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely affect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours and other direct cost between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime contractor will receive under this contract, the amount of business that will be received under each subcontracts even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts should be placed on an indefinite delivery/indefinite quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

Offerors are reminded that fees or profit earned by subcontractors are reflected as part of subcontractor cost in the Offeror's cost proposal.

Information required for subcontract consent must be submitted as part of the cost/business proposal. However, the Offeror may refer to information in its cost proposal, if necessary, and need not repeat any review or analysis.

L. 5 INSTRUCTIONS FOR TECHNICAL PROPOSAL

L.5.A INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

1. Content

Your technical proposal should be comprehensive and explicit. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

2. Page Limits

The maximum number of pages that may be submitted is as follows:

- a. Past Performance: The total overall page limit for the summaries of the Offeror's five most relevant contracts is 15. There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.
- b. Staffing: Resumes are subject to an overall page limit of 20
- c. Technical Understanding and Management Approach: The total overall page limit is 30. This includes three separate limits of 10 pages as described below.

L.5. B. CRITERIA FOR EVALUATION

The criteria for evaluation are described below. The three criteria will be given equal weight in evaluating proposals.

1. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history (past three years) on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subcriteria which are of equal importance: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations, including (for large business concerns) compliance with Subcontracting Plan goals for small business, small disadvantaged, and women-owned business concerns. Only relevant past performance history will be considered.

Offerors shall submit past performance information as a separate part of their proposal for both the Offeror and major (over 20 percent of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals that is clearly marked and identifiable.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. The Government may contact references that are known but not listed. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large

number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available.

The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or key personnel. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the Prime Contractor. Include the following information for each contract:

1. Name and address of customer
2. Contract number
3. Contract type
4. Total contract value
5. Description of contract work
6. Contracting Officer's address, telephone number and e-mail address
7. Contracting Officer's Technical Representative's address, telephone number and e-mail address
8. Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
9. List of major subcontractors
10. Assessment of relevance to requirements identified in this solicitation.
11. Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.

From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts by no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for making all reasonable efforts to ensure that a copy of the performance evaluation report is provided directly to the Volpe Center CO or designee by the appropriate contracting activity's responding official by no later than the due date for receipt of proposals. If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at:

<http://cps.od.nih.gov/files/standardreport.doc>.

This format, including the associated numeric ratings and criteria, should be used to submit the required past performance information for the proposal. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

Offerors must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

Exhibit A**Client Authorization Letter**

[*Company Name*]
[*Street Address*]
[*City, State/Province Zip/Postal Code*]
[*Date*]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

[*Typist's initials*]
Enclosure: [*Number*]

cc: [*Name*]

2. Staffing.

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, and qualifications relevant to the requirements of this contract. Resumes shall be submitted in accordance with the requirements outlined below.

Accordingly (1) the qualifications of the proposed Program Manager; (2) the qualifications of the proposed Project Manager(s); and (3) the qualifications of the proposed Foreman/Site Superintendent(s) will be evaluated in terms of experience, qualifications, and education relevant to the SOW. .

The Offeror must identify the Key Personnel that will be used for this contract. Key Personnel consists of the Program Manager; Project Manager(s), and Foreman/Site Superintendent. One or more of the key personnel may be from subcontractors (except for the Program Manager and a minimum of one (1) Project Manager who must be from the Prime Contractor) if it is intended that they fulfill such a role under this contract. Resumes shall be submitted for proposed Key Personnel in accordance with the requirements outlined below.

Resumes for the proposed key personnel must be consistent with the Offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas relevant to the SOW. Resumes must also be verifiable with relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

Resumes are subject to an overall page limitation of 20 pages. No more than 1 resume for the Program Manager, 3 resumes for the Project Manager(s), and 3 resumes for the foreman/site superintendent shall be submitted for proposed key personnel.

3. Technical Understanding and Management Approach. The purpose of this criterion is to assess (1) the Offeror's technical understanding of the requirements of the SOW; and (2) the Offeror's management approach to the requirements of the SOW. The subcriteria are of equal importance.

The Offeror shall submit a narrative of no more than 10 pages describing how it plans to meet the requirements of the contract and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish the range of tasks described in the SOW. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the Prime contractor, proposed subcontractors, and individuals. The Offeror must include a matrix detailing how the Offeror has allocated the labor required showing hours by names of individuals for whom resumes have been submitted and the team composition (Prime and subcontractors) using the RFP labor category descriptions. The matrix must be consistent with the allocation matrix in the Cost and Business Proposal. The Offeror shall also provide details on how plans to obtain the necessary equipment and materials to accomplish the work.

The response to the hypothetical residential removal scenario describe below will also be used to assess the Offeror's technical understanding of and management approach to the Libby project and the issues involved. The response shall be limited to an overall page limit of 20 pages, which includes 10 pages for the narrative, and 10 pages for the schedule. In their response to the hypothetical residential removal scenario, the Offeror shall note any assumptions made, in addition to those listed. The Offeror shall identify specific equipment (make and model), consistent with the proposed equipment presented in the Offeror's cost proposal, required to complete the hypothetical residential removal scenario. The Offeror shall also include a task dependent, resource loaded (i.e., equipment, personnel, materials) Microsoft Project schedule (or equivalent) for the hypothetical residential removal scenario below. The schedule shall contain a Gantt chart and task usage printout and have an overall page limitation of 10 pages.

Hypothetical Residential Removal Scenario

The Offeror shall prepare a narrative response to the following hypothetical residential removal scenario. The Offeror shall describe its management approach and outline the issues involved in the remediation of the properties described below with interior and exterior asbestos contamination. The Offeror shall assume, in preparing their response to this hypothetical scenario, that these three properties are a subset of a large set of properties being cleaned concurrently for the Libby Asbestos Project. The three residential properties requiring remediation are located within one mile from the center of Libby and not more than one mile from each other. The properties consist of the following:

No.	Property Type	VCI in Attic (cy)	Interior Dust	Exterior Soil (cy)	Flowerbed (cy)
1.	Interior	10	Yes	-	-
2.	Exterior	-	-	55	11
3.	Both Interior and Exterior	10	Yes	55	11

Assumptions:

- The Offeror shall assume one mobilization/demobilization event for all three properties.
- The government is responsible for conducting required sampling.
- The residential houses are occupied, single-story, 4-room houses consisting of a kitchen, living room and two bedrooms.
- The residential houses are furnished and contain the typical encumbrances such as furniture, standard doorway widths, etc. The houses contain drapes in each room, wood floors in the living room, carpeting in the bedrooms, and a linoleum kitchen floor.
- No carpentry, plumbing or electrical repairs, or remodeling work is required as a result of or as part of the remediation work.
- VCI in attic is accessible via a drop-down ladder (fold-away stairs) located in an interior hallway of the house.
- VCI in the attic is to be replaced with blown in or batt insulation to meet the R-value requirements established by state or local codes.
- Contamination removal in walls is not required.
- Interior dust is located on the first floor of the houses in the kitchen, living room and one of the bedrooms.
- Exterior soil contamination extends to a depth of 12 inches.
- The exterior yards are level and flat.
- A lawn area of exterior contaminated soil, 20 ft by 30 ft, is located adjacent to the houses and an area of sparse grass and overgrown brush, 30 ft by 30 ft, is located over 25 feet from the houses and adjacent to the fenced property line.
- Vegetation existing in the removal areas consists of 5 trees greater than 6-inch caliper and 3 trees less than 6-inch caliper at each house.
- There are no structures or items located in yards such as concrete, decks, fencing and other site improvements that require demolition or removal.
- Pavement, piping, sprinkler systems, septic tanks etc., will not be encountered during remedial work.
- The flowerbed is 10 ft by 20 ft and contains common foundation plantings and bulbs.
- Restoration of exterior (i.e., seeding, replacement of trees and shrubs) will be provided by the government under separate contract.
- Backfill and topsoil material will be provided by the government under separate contract. The contractor shall be responsible for the spreading, grading and necessary compaction of the backfill and topsoil material.
- The Offeror shall assume six 10-hour workdays each week.

- The Offeror shall be responsible for waste management activities at the Landfill/mine site. For their response to the hypothetical, the Offeror shall assume one dumping event per month at the landfill and daily availability for dumping at the mine site during exterior removal months.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

M.1.A. BASIS FOR AWARD

Award will be made to one or more responsive and responsible Offerors whose offers provide the best value to the Government, based on the Technical Proposal, the Cost and Business Proposal, and other factors as listed elsewhere in Section M. The Government intends to make a total of two to three awards, but reserves the right to make fewer awards, in the best interests of the Government. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

M.1.B. EVALUATION FACTORS ORDER OF IMPORTANCE

The evaluation factors Technical Understanding and Management Approach, Staffing, and Past Performance when combined, are significantly more important than cost in the selection of contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the Cost and Business Proposal. The cost evaluation will become more significant when the Technical Understanding and Management Approach, Staffing, and Past Performance rankings of Offerors are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making awards.

M.1.C. ORDER OF AWARDS

The first award will be made to the highest rated concern that has been certified to participate under Section 8(a) of the Small Business Act under the applicable North American Industry Classification System (NAICS) Code 562910 and that is considered the best value, provided that an 8(a) eligible firm has submitted an acceptable proposal and has demonstrated that the firm has the potential to compete successfully for tasks after award.

The remaining award or awards will be made to small business concerns that provide the best value to the Government considering all factors, provided that the Offeror has submitted an acceptable proposal and has demonstrated that the firm has the potential to compete successfully for tasks after award. This best value selection determination will include all eligible Offerors, including any unsuccessful Offerors for the 8 (a) set aside.

M.2 TECHNICAL PROPOSAL EVALUATION

M.2.A. GENERAL

The Technical Proposal will consist of written submission covering Past Performance, Staffing factors and Technical Understanding and Management Approach as described in detail in Section L.

M.2.B. CRITERIA FOR EVALUATION

The criteria for evaluation are described below:

1. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations, including (for large business concerns) compliance with Subcontracting Plan goals for small business, small disadvantaged, and women-owned business concerns.

Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

2. Staffing. The purpose of this criterion is to assess (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Project Manager(s) and 3) the qualifications of the proposed Foreman/Site Superintendent in terms of experience, qualifications, and education relevant to the SOW. These three subcriteria are of equal importance.
3. Technical Understanding and Management Approach. The purpose of this criterion is to assess (1) the Offerors technical understanding of the requirements of the SOW, in particular its experience and understanding of the issues involved in environmental remediation activities in Libby Montana and (2) the Offeror approach to managing the contract and related experience. The subcriteria are equally important.

The three criteria will be given equal weight in evaluating proposals.

M.3 COST AND BUSINESS PROPOSAL EVALUATION

The Cost and Business Proposal will not be numerically scored. Proposed costs, prices, fixed fee, and profit will be evaluated to establish that they are fair and reasonable and that they demonstrate cost realism. Cost realism, as discussed in FAR 15.404-1(d), will be conducted. The Government will calculate probable cost that shall be used to determine best value and will be used in the selection decision.


The following factors are some Cost and Business Proposal considerations, not necessarily in order of importance.

- Competitiveness of the proposed cost, fixed fee and profit, which may be evaluated using weighted guidelines techniques as described in the Transportation Acquisition Manual (TAM). (A proposal that includes fee in excess of the statutory limits may be eliminated from consideration.);
- Compensation of professional employees will be evaluated in accordance with Section L, FAR 52.222-46;
- Acceptability of the Business proposal;
- Risks associated with a proposal that fails, or partially fails, to satisfactorily and convincingly support its proposal.

PERFORMANCE BOND <i>(See instructions on reverse)</i>		DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>		OMB No.: 9000-0045 Expires: 09/30/98		
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405						
PRINCIPAL <i>(Legal name and business address)</i>			TYPE OF ORGANIZATION <i>("X" one)</i>			
			<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP			
			<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
			STATE OF INCORPORATION			
SURETY(IES) <i>(Name(s) and business address(es))</i>			PENAL SUM OF BOND			
			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
			CONTRACT DATE		CONTRACT NO.	
OBLIGATION:						
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.						
CONDITIONS:						
The Principal has entered into the contract identified above.						
THEREFORE:						
The above obligation is void if the Principal -						
(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.						
(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.						
WITNESS:						
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.						
PRINCIPAL						
SIGNATURE(S)	1. <div>(Seal)</div>	2. <div>(Seal)</div>	3. <div>(Seal)</div>	Corporate Seal		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1. <div>(Seal)</div>		2. <div>(Seal)</div>			
NAME(S) <i>(Typed)</i>	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
					\$	
	SIGNATURE(S)	1.		2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.		
				Corporate Seal		
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable						
STANDARD FORM 25 (REV. 5-96) Prescribed by GSA-FAR (48 CFR) 53.228(b)						

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045 Expires: 09/30/98								
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045); Washington, D.C. 20503.										
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION									
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND <table><tr><td>MILLION(S)</td><td>THOUSAND(S)</td><td>HUNDRED(S)</td><td>CENTS</td></tr><tr><td></td><td></td><td></td><td></td></tr></table> CONTRACT DATE CONTRACT NO. 		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS							

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. (Seal)		2. (Seal)		
NAME(S) <i>(Typed)</i>	1.		2.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVA), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code)	6. TELEPHONE NUMBER HOME - BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
---------------	---

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED MONTH DAY YEAR	b. CITY AND STATE (Or other jurisdiction)	Official Seal
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print)	d. SIGNATURE	
	e. MY COMMISSION EXPIRES	

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.

GENERAL DECISION MT030008 06/13/03 MT8
General Decision Number MT030008

Superseded General Decision No. MT020008

State: Montana

Construction Type:
BUILDING

County(ies):

FLATHEAD	LINCOLN	SANDERS
LAKE	MINERAL	

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

FLATHEAD	LINCOLN	SANDERS
LAKE	MINERAL	

ELEC0233E 04/01/2002

	Rates	Fringes
COMMUNICATIONS TECHNICIANS (Including HVAC Control Wiring and other Low Voltage Wiring)	18.47	4.25%+4.82

ELEC0768E 06/01/2001

	Rates	Fringes
ELECTRICIANS (Excluding HVAC Control Wiring and other Low Voltage Wiring)	23.00	7.28

IRON0014H 07/01/2002

	Rates	Fringes
IRONWORKERS, STRUCTURAL	21.17	10.98

PLUM0459B 05/01/2002

	Rates	Fringes
PLUMBERS AND PIPEFITTERS (Including Piping for HVAC)	22.66	8.25

SFMT0669B 04/01/2003

	Rates	Fringes
SPRINKLER FITTERS, FIRE	25.80	7.10

SUMT1009A 02/23/1999

	Rates	Fringes
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ACOUSTICAL CEILING INSTALLER	10.38	.92
CARPENTER (Including Form Work, excluding Acoustical Ceilings, Batt/Blown Insulation, Cabinets, Drywall, Hardwood Floors, and Overhead Doors)	13.97	2.16
CEMENT MASONS	15.05	.58
LABORERS:		
General	10.17	2.58
Cement Mason Tender	13.74	2.94
INSULATOR, BATT/BLOWN	9.77	.75
OVERHEAD DOOR INSTALLER	13.03	3.31
PLUMBERS & PIPEFITTERS (Set HVAC unit only)	17.02	3.79
POWER EQUIPMENT OPERATORS:		
Backhoe	13.00	
Loader	13.80	
ROOFERS	13.21	4.35
SHEET METAL WORKERS (Set HVAC unit only)	17.02	3.79
SHEET METAL WORKERS (HVAC Duct Work only)	13.90	2.00

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a

position on a wage determination matter
* a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
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Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

GENERAL DECISION MT030030 06/13/03 MT30
General Decision Number MT030030

Superseded General Decision No. MT020030

State: Montana

Construction Type:
RESIDENTIAL

County(ies):
FLATHEAD LINCOLN

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
FLATHEAD LINCOLN

SUMT4001A 07/16/1992		
	Rates	Fringes
BRICKLAYERS	8.50	.65
CARPENTERS	11.93	2.81
ELECTRICIANS	11.56	
LABORERS	6.87	
PAINTERS, BRUSH	12.17	1.23
PLUMBERS	15.78	2.60
ROOFERS	7.00	
SHEET METAL WORKERS	8.19	
TRUCK DRIVERS	8.70	1.45

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

GENERAL DECISION MT030001 06/13/03 MT1
General Decision Number MT030001

Superseded General Decision No. MT020001

State: Montana

Construction Type:
HEAVY

County(ies):
STATEWIDE

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):
STATEWIDE

ZONE DEFINITIONS

CARPENTERS, *CEMENT MASONS, LABORERS, POWER EQUIPMENT OPERATORS,
AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

Billings	Great Falls	Kalispell	Missoula
Bozeman	Havre	Lewistown	
Butte	Helena	Miles City	

ZONE 1:	0 to 30 miles	Base Pay
ZONE 2:	30 to 60 miles	Base Pay + \$2.20
ZONE 3:	Over 60 miles	Base Pay + \$3.70

*CEMENT MASONS ZONES: The above cities plus
DILLON GLASGOW GLENDIVE SIDNEY

CARP0028B	05/16/2000		
		Rates	Fringes
STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES			

CARPENTERS:

ZONE 1:		
Carpenters	18.65	4.55
Piledrivermen	18.65	4.55
Millwrights	20.15	4.55

CARP0028D	06/01/2000		
		Rates	Fringes

STATEWIDE EXCEPT BEAVERHEAD AND SILVER BOW COUNTIES

DIVERS	54.93	5.70
TENDERS	26.25	5.70

CARP0112A 05/01/1998

	Rates	Fringes
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BEAVERHEAD AND SILVER BOW COUNTIES

CARPENTERS [Zone pay not applicable]:

Carpenter	16.71	4.82
Millwright	17.21	4.82
Pile Driver	17.71	4.82

ELEC0044A 06/01/2002

	Rates	Fringes
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BEAVERHEAD, BIG HORN, BLAINE, BROADWATER, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, DEER LODGE, FALLON, FERGUS, GALLATIN, GARFIELD, GLACIER, GOLDEN VALLEY, GRANITE, HILL, JEFFERSON, JUDITH, BASIN, LEWIS AND CLARK, LIBERTY, MADISON, MCCONE, MEAGHER, MINERAL, MISSOULA, MUSSELSHELL, PARK, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, POWELL, PRAIRIE, RAVALLI, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, SILVER BOW, STILWATER, SWEET GRASS, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX, AND YELLOWSTONE COUNTIES

LINE CONSTRUCTION:

Lineman	25.79	4.25%+6.71
Equipment Operator	20.63	4.25%+6.34
Experienced Groundman	16.76	4.25%+6.07

ELEC0233A 06/01/2001

	Rates	Fringes
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BLAINE, CASCADE, CHOUTEAU, FERGUS, GLACIER, HILL, JUDITH BASIN, LIBERTY, PETROLEUM, PHILLIPS, PONDERA, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

ELECTRICIANS	22.13	4.25%+6.14
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ELEC0233B 06/01/2001

	Rates	Fringes
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BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

ELECTRICIANS	21.65	4.25%+6.56
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ELEC0233F 06/01/2001

	Rates	Fringes
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BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES

ELECTRICIANS	22.13	4.25%+6.14
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ELEC0532A	06/01/2002		
		Rates	Fringes
GALLATIN, PARK, AND SWEET GRASS COUNTIES			
ELECTRICIANS	21.36		4.25%+6.84

ELEC0532C	06/01/2002		
		Rates	Fringes
BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, McCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TREASURE, WIBAUX AND YELLOWSTONE COUNTIES			
ELECTRICIANS	22.80		4.25%+7.48

ELEC0768A	06/01/2001		
		Rates	Fringes
FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS COUNTIES			
ELECTRICIANS	23.00		7.28

ELEC0768C	04/01/2003		
		Rates	Fringes
FLATHEAD, LAKE, AND LINCOLN COUNTIES			
LINE CONSTRUCTION:			
Cable Splicer	27.03		9.81
Lineman	24.85		9.84
Groundman	16.48		9.07

ENGI0400A	05/01/2001		
		Rates	Fringes
POWER EQUIPMENT OPERATORS:			
ZONE 1:			
GROUP 1	17.74		4.90
GROUP 2	18.16		4.90
GROUP 3	18.53		4.90
GROUP 4	18.78		4.90
GROUP 5	19.76		4.90
GROUP 6	20.27		4.90
GROUP 7	21.81		4.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing
Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck

Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-end Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes. & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, self-propelled; Concrete Travel Batch; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger,

all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, self-propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, self-propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons; Crane, Tower, all.

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley, all.

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist.

IRON0014C 07/01/2002		
	Rates	Fringes
FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES		
IRONWORKERS	21.17	10.98

IRON0841B 07/01/2002		
	Rates	Fringes
REMAINING COUNTIES		

IRONWORKERS	18.80	11.86
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LABO0098A 05/01/2000

	Rates	Fringes
LABORERS:		
ZONE 1:		
GROUP 1	13 41	4.40
GROUP 2	16.19	4.40
GROUP 3	16.33	4.40
GROUP 4	17.05	4.40

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

PAIN0260A 07/01/2002

	Rates	Fringes
BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of Phillipsburg), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern City limits of Helmsville), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES		

PAINTERS	13.85	1%+3.45
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PAIN0260C 07/01/2002

	Rates	Fringes
FLATHEAD, GRANITE (North of a line running East & West through		

the Southern city limits of Phillipsburg), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of Helmsville), RAVALLI, AND SANDERS COUNTIES

PAINTERS	16.85	1%+3.45
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PAIN1922A 06/01/2000

	Rates	Fringes
BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER		

LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

INDUSTRIAL PAINTERS [Includes Industrial Plants, Tanks, Pipes, Bridges]	17.55	7.13
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PLAS0119A 05/01/2000

	Rates	Fringes
STATEWIDE (except Deer Lodge, Jefferson, Powell, and Silver Bow Counties)		

CEMENT MASONS:

ZONE 1	16.23	5.10
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DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

CEMENT MASONS:

ZONE 1	17.30	5.10
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PLUM0030C 09/01/2002

	Rates	Fringes
BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GLACIER, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES		

PLUMBERS	23.90	9.15
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PLUM0041A 07/01/2002

	Rates	Fringes
BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE, JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW, AND SWEET GRASS COUNTIES		

PLUMBERS	24.30	7.55
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PLUM0459A 05/01/2002

	Rates	Fringes
FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND SANDERS		

PLUMBERS	22.66	8.25
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TEAM0002A 06/01/1999

	Rates	Fringes
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TRUCK DRIVERS:

ZONE 1:

GROUP 1	13.31	4.96
GROUP 2	17.34	4.96

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers; Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel Spreader Box Operator; All Dump Trucks and similar equipment including DW 20, DW 21, or Euclid Tractor; Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks & Fork Lifts; Pick-up Driver hauling material; Powder Truck (Bulk Unloader type); Power Boom; Service Truck Drivers, Fuel Truck Drivers, Tiremen; All Water Tank Drivers; Petroleum Products Drivers; Trucks with Power Equipment such as Winch, A-Frame Truck, Crane, Hydralift, Gout-Crete Truck, and Combination Mulching, Seeding & Fertilizing Truck; Truck Mechanic

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

BID BOND <i>(See instruction on reverse)</i>				DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>		OMB NO.: 9000-0045	
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>							
PRINCIPAL <i>(Legal name and business address)</i>						TYPE OF ORGANIZATION <i>("X" one)</i>	
						<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP	
						<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
						STATE OF INCORPORATION	
SURETY(IES) <i>(Name and business address)</i>							
PENAL SUM OF BOND				BID IDENTIFICATION			
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.	
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS			
					FOR <i>(Construction, Supplies, or Services)</i>		
OBLIGATION:							
<p>We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p>							
CONDITIONS:							
The Principal has submitted the bid identified above.							
THEREFORE:							
The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.							
Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.							
WITNESS:							
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.							
PRINCIPAL							
SIGNATURE(S)		1.		2.		3.	
		<i>(Seal)</i>		<i>(Seal)</i>		<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>		1.		2.		3.	
		<i>Corporate Seal</i>					
INDIVIDUAL SURETY(IES)							
SIGNATURE(S)		1.				2.	
		<i>(Seal)</i>				<i>(Seal)</i>	
NAME(S) <i>(Typed)</i>		1.				2.	
CORPORATE SURETY(IES)							
SURETY A	NAME & ADDRESS				STATE OF INC.	LIABILITY LIMIT (\$)	
	SIGNATURE(S)	1.			2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.			2.		
					<i>Corporate Seal</i>		

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STANDARD FORM 24 (REV. 10-98)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."